Non-Lethal Artillery Structural Firing (FY04) Purchase Order Contract
In Support of the FY04 155MM Non-Lethal Artillery Projectile Program

Statement of Work

1.0 Introduction

The NLOS Cannon Artillery Projectile Team of the Munition Systems and Technology Division at ARDEC is currently engaged in an effort to develop a 155MM Non-Lethal artillery projectile in order to support NLOS Future Combat Systems requirements. Advanced concept Non-Lethal payload designs for the 155MM M864 projectile have recently been developed and are planning to be tested at Yuma Proving Grounds for preliminary structural evaluations. The contractor shall support the Yuma Proving Ground Structural Test in order to assist ARDEC in the pre-test and post-test verification and analysis of test plans and test results. This effort shall be utilized to support FY04 Program milestones of the XM1063 Projectile developments.

2.0 Applicable References

2.1 Test Program Request "XM1063, 155MM Non-Lethal Personnel Suppression Projectile Structural Test"

3.0 Requirements

3.1 Performance Objectives

The contractor's performance shall be continuously assessed to insure that the performance objectives are being met during the life of this purchase order contract.

3.2 Engineering Support and Analysis

The contractor, upon award, shall conduct pre-test firing support and preparation tasks that include engineering support to ARDEC for the development of test plans and range safety reviews. The contractor shall attend and participate in an IPT Working Group (Engineering & Systems Integration Action Team) meeting at ARDEC, Picatinny Arsenal, New Jersey. The contractor shall also attend and participate in the Structural Test Firings at Yuma Proving Grounds, Arizona. The contractor shall conduct structural analysis to verify integrity of final test configurations during pre-test and post-test activities. The contractor shall document analyses and results of the Structural Test in the Post Test report.

Performance Objective	Performance Standard	Method of Assessment
Pre-Test and Post Test Firing Support	The contractor shall support TPR development, test preparation and post test activities of finalized TPR.	Review User Feedback
Participate in IPT Working Group Meeting		Review User Feedback
	The contractor shall	

	support engineering analysis to evaluate structural test plan and results.	
Test Report		Review By Primary Recipient of CDRL A0001
	The contractor shall prepare briefing materials as required along with letter reports as per Microsoft Power point and Word format. Final Report in accordance with DI-ADMN-80447.	
Participate in Structural Firings	The contractor shall support engineering analysis and provide test site support.	Review User Feedback

4.0 Security Requirements

4.1 Information Protection

Information or data developed under this purchase order contract is the property of the United States Army. All rights are reserved to the US Government. The contractor shall not distribute or use the information and data without the express and specific written approval of the Picatinny Arsenal Public Affairs Office. Instructions for clearing technical material for release to the public and a sample clearance form (AMSTA-AR Form 3002) are included as an attachment to this purchase order contract.

4.2 Export Control

Export of technical data under this order to Foreign Persons, as defined in International Regulation (ITAR) Section 120-16 is not authorized. Technical Data shall be marked in accordance with the following:

DISTRIBUTION STATEMENT E. Distribution authorized to the Department of Defense and U.S. DOD contractors only (CRITICAL TECHNOLOGY, 21 June 1999). Other requests shall be referred to Mr. Robert Lee, AMSTA-AAR-AEM-C, (973) 724-4134.

EXPORT CONTROL WARNING NOTICE: WARNING- This document contains technical data whose export is restricted by the Arms Export Control Act (TITLE 22, U.S.C. , SEC 2751, ET SEQ) or the Export Administration Act of 1979, as amended, (TITLE 50, U.S.C. , APP 2401ET SEQ). Violations of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

Handling and destroying unclassified / limited distribution documents. Unclassified / Limited distribution documents shall be handled using the same standard as " For Official Use Only (FOUO)" material, and will be destroyed by any method that will prevent disclosure of contents or reconstruction of the document.
When local circumstances or experience indicates that this destruction method is not sufficiently protective

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoices.)

Form Approved OMB No. 0704-0187 Expires Jun 30, 1997

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES. SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.

1. CONTRACT/PURCHASE ORDER NO.	2. DELIVERY ORDER NO.	3. DATE OF ORDER (YYMMDD)	4. REQUISITION/PURCHASE REQUEST NO.	5. PRIORITY
W15QKN-04-M-0328		040910		DO-A5

6. ISSUED BY CODE

U.S. Army -Picatinny Center for Contracting & Commerce
AMSTA-AQ-APH, BLDG 9
Picatinny , NJ 07806-5000
Mark Bobitka (973) 724-5423

7. ADMINISTERED BY *(If other than 6)* CODE W15QKN

See Block 6

8. DELIVERY FOB
[X] DEST
[ ] OTHER
(See Schedule if other)

9. CONTRACTOR CODE 21562 FACILITY CODE

NAME AND ADDRESS
General Dynamics OTS (GD-OTS)
11350 137th Place NE
Redmond, Washington 98052-2027
(425) 216-7315

10. DELIVER TO FOB POINT BY *(Date)* (YYMMDD) 041231

11. MARK IF BUSINESS IS
[ ] SMALL
[ ] SMALL DISADVANTAGED
[ ] WOMEN-OWNED

12. DISCOUNT TERMS NET 30

13. MAIL INVOICES TO
See Block 14

14. SHIP TO CODE W15BW9

U.S. ARMY Attn: Robert Lee
AMSRD-AAR-AEM-C, 407
Picatinny Arsenal, NJ 07806-5000

15. PAYMENT WILL BE MADE BY CODE HQ0304

Defense Finance & Accounting, St. Louis
OPLOC, ATTN: DFAS-SL-FPV (Vendor Pay)
4300 Goodfellow Blvd. B 110 POB 200009
St. Louis, MO 63120-0009

MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER

16. TYPE OF ORDER
DELIVERY [ ]
PURCHASE [X]

This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.

Reference your Proposal # 13600-04-1286 furnish the following on terms specified herein.

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH AND AGREES TO PERFORM THE SAME.

General Dynamics OTS (Redmond) — NAME OF CONTRACTOR — SIGNATURE — Erik J. Thorsen Sr. Contracts Admin. — TYPED NAME AND TITLE — 2004/09/14 — DATE SIGNED (YYMMDD)

[ ] If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE

SEE CONTINUATION SHEET

18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICE	20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
0001	GD-OTS is the contractor and will provide a Test Program Request on the XM1063 project - which is the 155MM Non-Lethal	1			0.00
0001AA	IPT MEETING	1	Each	5481.00000	5,481.00
0001AB	TEST SITE SUPPORT	1	Each	5803.00000	5,803.00
0001AC	POST TEST REPORT	1	Each	2716.00000	2,716.00

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.

24. UNITED STATES OF AMERICA BY: Louis Mondello Jr. 9/14/04 — CONTRACTING/ORDERING OFFICER

25. TOTAL	14,000.00
29. DIFFERENCES	
30. INITIALS	

26. QUANTITY IN COLUMN 20 HAS BEEN
[ ] INSPECTED [ ] RECEIVED [ ] ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

DATE — SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

27. SHIP. NO. [ ] PARTIAL [ ] FINAL

28. D.O. VOUCHER NO.

30. INITIALS

31. PAYMENT [ ] COMPLETE [ ] PARTIAL [ ] FINAL

32. PAID BY

33. AMOUNT VERIFIED CORRECT FOR

34. CHECK NUMBER

35. BILL OF LADING NO.

36. I certify this account is correct and proper for payment.

DATE — SIGNATURE AND TITLE OF CERTIFYING OFFICER

37. RECEIVED AT	38. RECEIVED BY *(Print)*	39. DATE RECEIVED (YYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.

W15QKN-04-0-M-0328

1.Continuation Sheet

Line Item	Description	Quantity	U/I	U/P	Total
0001AA	IPT Meeting	1	EA	5481	$5,481.00
0001AB	Test Site Support	1	EA	5803	$5,803.00
0001AC	Post Test Report	1	EA	2716	$2,716.00
				TTL	$14,000.00

2. Accounting Data: (For CLN's 0001AA; 0001AB; 0001AC)

PRON: 1A4BFJKG1ANG
ACCTG:
AA:2142040000046N6N7F622624H2811255YPJGG51A4BFJKG1ANG444163028017

of unclassified limited information, local authorities may prescribe our methods but must give due consideration to the additional expense balanced against the degree of sensitivity.

5.0 Period of Performance

The Period of Performance for this effort shall be from date of award of this Purchase Order through December 31, 2004.

5.1 Travel

It is anticipated that the contractor shall be required to travel to Yuma Proving Grounds in Yuma, Arizona to support a one-day Structural Firing and post-test analysis of hardware. It is also anticipated that the contractor shall be required to attend a one-day IPT meeting at Picatinny Arsenal, N.J. during the period of performance of the purchase order contract.

6.0 Quality Assurance Surveillance Plan (QASP)

The Government point of contact will monitor the contractor's performance of the task. The government POC is

Name: Robert Lee
Office Symbol: AMSRD-AAR-AEM-C
Telephone Number: 973-724-4134
Facsimile Number: 973-724-3335

Monitoring shall take place after meetings are conducted every two months at ARDEC for compliance with the tasks.

The Government POC will be responsible for certifying the contractor's invoices. This shall be accomplished by verifying the accuracy of the invoice with the surveillance performed and outcome. Payment shall be made as a one-time payment upon completion of task.

7.0 Remedies

The government will seek consideration for contractor performance that does not meet the performance standards in the Statement of Work.

The Government will notify the contractor of efforts that do not meet the performance standards of the contract within 15 days. The deficiency or deficiencies will be stated within this notification, and if time allows and the deficiency or deficiencies can be corrected, the contractor shall correct the deficiency or deficiencies at no additional cost to the Government within 15 days.

The Government will not seek consideration that exceeds 2% of the total estimated cost for the particular task in question. This remedy applies to the tasks identified in SOW Paragraph 3.2.

Should the parties not be able to agree on the amount of consideration for the non-conforming performance, the Contracting Officer may at his/her discretion, unilaterally impose an amount and withhold it from payment.

Upon notification to the contractor by the government, the contractor may appeal to the commander, U.S. Army Tank Automotive and Armament Command, Armaments Research, Development and Engineering Center, ATTN: Picatinny Center for Contracting and Commerce, Executive for contracting, Picatinny Arsenal New Jersey, 07806-5000. The Executive for contracting shall within 30 days make a final ruling on the amount of consideration. The parties agree that his ruling shall be final.

A.23 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [http://farsite.hill.af.mil]

52.204-7	**Central Contractor Registration.**	**OCT 2003**
52.239-1	**Privacy or Security Safeguards.**	**AUG 1996**
52.242-15	**Stop-Work Order.**	**Aug 1989**
52.243-1	**Changes - Fixed-Price – Alternate 1.**	**Aug 1987**
52.249-4	**Termination for Convenience of the Government (Services)**	**Apr 1984**
252.204-7004	**Alternate A.**	**NOV 2003**
252.225-7031	**Secondary Arab Boycott of Israel.**	**APR 2003**
252.227-7013	**Rights in Technical Data--Noncommercial Items.**	**NOV 1995**
252.227-7015	**Technical Data--Commercial Items.**	**NOV 1995**
252.227-7017	**Identification and assertion of use, release, or disclosure restrictions.**	**JUN 1995**
252.227-7037	**Validation of Restrictive Markings on Technical Data.**	**SEP 1999**
252.243-7001	**Pricing of Contract Modifications.**	**DEC 1991**
252.247-7023	**Transportation of Supplies by Sea. (MAY 2002) - Alternate I**	**MAR 2000**

A.12 52.204-3 Taxpayer Identification. (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the

information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

[**X**] TIN: _____.

[ ] TIN has been applied for.

[ ] TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ ] Offeror is an agency or instrumentality of a foreign government;

[ ] Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

[ ] Partnership;

[ ] Corporate entity (not tax-exempt);

[ ] Corporate entity (tax-exempt);

[ ] Government entity (Federal, State, or local);

[ ] Foreign government;

[ ] International organization per 26 CFR 1.6049-4;

[ ] Other _____.

(f) *Common parent.*

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name _____

TIN _____

A.13 52.213-4 Terms and Conditions - Simplified Acquisitions (Other Than Commercial Items). (JUL 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation

(FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (DEC 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (OCT 2003).

(v) 52.233-1, Disputes (JUL 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (JUL 2004).

(vii) 52.253-1, Computer Generated Forms (JAN 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUN 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over $10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of

Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(iv) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000).

(ix) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (July 1995) (Applies to contracts over $25,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Jun 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) *FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998*). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://farsite.hill.af.mil

(d) *Inspection/Acceptance*. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post acceptance rights -

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) *Termination for cause*. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and

remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.14 52.219-1 Small Business Program Representations. (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is [*325920*].

(2) The small business size standard is [not to exceed 750 employees].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations*. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph

(b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions*. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern -

(1) That is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice*. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

A.21 PROPOSAL SUBMISSION REQUIREMENT (ARDEC 144) (JULY 2004)

We require that all proposals be submitted in digitized format using either (1) a direct transmission via electronic mail or (2) a 3.5-inch floppy diskette, zip drive, or compact disk sent via the U.S. Mail or Federal Express.

All material must be submitted in Microsoft Office format: the proposal must be in Word format (Windows Platform); pricing/cost information must be in Excel format with all formulas intact(Windows Platform). Please identify the format in your transmittal. Large files that are e-mailed or are sent on a 3.5-inch floppy diskette(s), Compact Disk, or Iomega Zip disk need to be compressed using the utility called WinZip (http://www.winzip.com). Due to the large number of infected messages with ZIP attachments all ZIP attachments will be blocked by ARDEC mail server until further notice. You need to rename the ZIP extension to ZIP-A for all your submissions through e-mail so the files will get through our mail server.

SPECIAL NOTICE TO OFFERORS: There is a size restriction on electronic submission of proposals made to addresses at TACOM-ARDEC via e-mail; the maximum file size that can be accommodated in the e-mail system is 15,000 KB. DO NOT send executable file(s) as a part of your submission. ARDEC's Internet E-mail Attachment Policy restricts distribution of the following types of e-mail attachments: ZIP, VBS, WSH, EXE, COM, BAT, CMD, REG, SCR, JS, SHS, ADE, ADP, BAS, CHM, CPL, CRT, HTA, INF, INS, ISP, JSE, LNK, MDE, MSC, PCD, PIF, SCT, SHB, VB, VBE, WSC, EML, DLL, MSI, and MSP.

If you use U.S. Mail or Federal Express, the proposal must be digitized on a 3.5-inch floppy diskette(s), a Compact Disk, or an Iomega Zip Disk, and labeled with the file names and formats (Word, Excel).

Proposal Preparation: Follow the proposal preparation instructions as given in the Solicitation. Offerors are responsible to inquire with the PCO to assure that the electronic proposal submitted has, in fact, been received by the PCO. This must be done by the date/time set in the solicitation for "receipt of offers."

Submission of Proposals by Electronic Mail: We recommend that you use--

Commercially available mail utility software having access to the Internet.

Word-processing Format: Microsoft Word (Windows Platform)

Spreadsheet Format: Excel with all formulas intact (Windows Platform)

Encryption: You may choose to encrypt your proposal as an extra line of protection in electronic transmission. We are presently using commercially available public key encryption software called Pretty Good Privacy (PGP) http://web.mit.edu/network/pgp.html. Your encryption software must be compatible with PGP. You will have to provide the contracting officer with your public encryption key. We recommend a preliminary encryption software transmission test between your firm and the contracting officer/contract specialist identified in the solicitation. PGP is optional.

A.23 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2003) (DEVIATION) (ARDEC 164)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services, if any Executive order administered by OFAC, or OFAC's regulations set forth at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions as well as updates with respect to restrictions imposed after April 2003, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at http://www.treas.gov/ofac.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

252.201-7000 Contracting Officer's Representative.

As prescribed in 201.602-70, use the following clause:

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

252.232-7003 Electronic Submission of Payment Requests.

As prescribed in 232.7004, use the following clause:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) *Definitions*. As used in this clause—

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at https://wawf.eb.mil.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at https://ecweb.dfas.mil.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at http://www.X12.org.

(ii) EDI implementation guides are available on the Internet at http://www.dfas.mil/ecedi.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

A.24 PAYMENT (ARDEC 59)

Payment shall be made to the remit-to address shown on the invoice as authorized by the contractor.
¤

A.25 IDENTIFICATION OF CONTRACTOR EMPLOYEES (ARDEC 68) (NOV 03)

This requirement is only applicable to contractor employees working on Picatinny Arsenal.

1. All contractor employees (which includes students utilized in the performance of the contract) working on the U.S. Army installation, Picatinny Arsenal in the State of New Jersey, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army, as well as any applicable regulations promulgated by TACOM-ARDEC and/or Picatinny Arsenal, including but not limited to traffic regulations. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program. The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers. Contractors are responsible for obtaining/returning identification badges /passes and vehicle decals/passes for each contractor employee who will work on the contract or enter Picatinny Arsenal. The badges/passes/decals are required for the term of the contract until completion or until release of the employee.

a. To obtain proper identification, contractor employees requiring recurring access (more than 90 days), must complete an application identification form (SMCAR 3058) for access to the installation. The form can be obtained from the Contracting Officer (CO) or Contracting Officer Representative (COR). The form must be signed by the CO or COR and also identify the contract number and expiration date before the badge can be issued. This form is brought to the Security Division, Badge and Identification Section, Building 1136 for processing of proper identification required per terms of the contract. Contractors requiring access for less than 90 days will be required to obtain a pass (Visitor Registration Form) from the Visitor Control Center. Passes will be issued for dates access is required, not to exceed 90 days. The CO or COR must complete the Visitor Registration Form applications on the PICAWEB prior to the contractor employee arriving at Picatinny Arsenal.

b. For the performance of this contract, the contractor shall utilize only employees who are U.S. Citizens or lawfully admitted and employed non-citizens.

c. The contract will not take effect until the contractor certifies, in writing, that all personnel utilized in the performance of this contract have been, or will be verified to be lawfully employable in the United States, and that the contractor has or will complete a criminal background check before an individual is utilized in performance of this contract.

i. Lawful employability will be verified by means of Employment Eligibility Form, INS Form I-9(if applicable), or by other applicable INS documentation approved for a specific non-citizen status.

ii. The criminal background check will establish that neither the Contractor, nor individual's state or nation of permanent residence has any record or credible information that the individual has a "criminal history". In this context, "criminal history" will be defined as adjudicated guilt or pending

adjudication of a crime as defined under New Jersey law, or equivalent offense under the applicable laws of another jurisdiction. If the contractor has doubt about the applicability of an offense to this definition, the circumstances must be reported to TACOM-ARDEC Security for adjudication of the individual's employability."

d. Any delay in the furnishing of the above, including any delay in the obtaining of the background check, is at the sole risk of the contractor and will not be the basis of any equitable adjustment or other change to the contract.

e. The contractor shall utilize only qualified, responsible, and capable employees in the performance of the work on the contract. The Contractor shall not employ persons for contract work to be conducted on the installation who have criminal history. The Contracting Officer will require that the contractor remove from performance of work, employees who have a criminal history, endanger persons or property, or whose continued employment under this contract is inconsistent with the interests of military security. Additionally, the TACOM-ARDEC Commander may bar such employees from the installation.

f. The identification badge or pass issued to each employee of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701; and barring the employee from Picatinny Arsenal. Should the employee lose the badge or pass, the contractor may be charged for the cost of re-issuance of the badge or pass. Additionally, the employee and the contractor must submit a sworn affidavit as to the circumstances of the loss before a new badge or pass is issued.

g. Fingerprinting of employee and any other procedure deemed necessary for the security of Picatinny Arsenal may be required at the discretion of Picatinny Security. All Contractor personnel requiring access to the Picatinny ADP system are required to have a National Agency check.

2. All contractor employees, while on the premises at Picatinny Arsenal, shall continually wear the badge, obtained pursuant to paragraph 1 above. The badge shall be worn so as to be visible to others at all times. Individuals issued passes will have on their person the pass. Passes will be presented upon request by Security personnel or other government official charged with security of the area.

3. All contractor employees meeting with Government employees or attending meetings at Picatinny, shall, at the beginning of the meeting, announce to all other attendees that they are contractor employees, employed by (Name of Contractor's name/address), and the name of all other companies or individuals that currently employs them or that the contractor employee currently represents. In addition, contractor employees shall wear a visible badge that displays their company's name. If a visiting contractor is working on a classified contract his/her visit request with security clearance information must be approved by the TACOM-ARDEC Industrial Security Division, where it will be held on file. Government employees hosting meetings will verify the contractor employee's security clearance information is on file in the TACOM-ARDEC Security Division prior to contractor access to classified information.

4. When the contract number under which the badge / pass was obtained is

completed (date of last delivery or performance of last service, termination of the contract or release of the employee) including any exercise of an option pursuant to the terms of the contract, the contractor shall return the badges / passes for all of their employees to Picatinny Security and obtain a receipt for each within (3) three business days. Identification cards, Computer Access Cards and computer accounts must be surrendered to ARDEC - Security upon completion of the contract or an employee's termination during the life of the contract.

5. Failure to comply with the requirements of paragraph 4 will be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to contractor past performance in connection with award of future contracts to the firm.

6. If the contractor obtains a new or follow-on contract for work at Picatinny Arsenal, he shall obtain new badges / passes for each of his employees indicating the new or follow-on contract number and comply with the applicable provisions of the follow-on contract which cover the subject matter of this Clause. This paragraph does not apply to the exercise of an option.

7. The contractor and each contractor employee working on Picatinny Arsenal shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges / passes required by paragraph 1 above. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below.

8. The COR has the responsibility to assure contractors comply with the provisions of this clause. The COR/Government Point of Contact (POC) shall coordinate the contractor's obtaining and returning of badges / passes and signature of the Non-disclosure Agreement. The contractor shall furnish, before initiating work under the contract, the COR/Government POC two (2) copies of each fully completed, signed, SMCAR 3058 and non-disclosure statement for each contractor employee. One copy shall be maintained in the COR/Government POC file. The COR/Government POC shall furnish the other copy to the Contracting Officer for inclusion in the official contract file.

9. Contractor Employees having a mission related need to use a camera any place on the Installation will submit a request for camera pass in accordance with ARDEC Regulation 190-4, to the Contracting Officer Representative (COR) of the contract and obtain a camera pass by the Chief of Police prior to bringing a camera onto the installation.

10. Before any contractor employee can be given access to "non- public information" (as defined below) there must be a signed, written agreement between the recipient contractor/contractor employee and the owner of the non-public information. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee and authorized representative of _____, a Contractor providing support services to Picatinny Arsenal or its tenants (hereinafter PICATINNY), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agrees to and promises the following:

WHEREAS RECEIPIENT is engaged in delivery support services to PICATINNY under contract; and

WHEREAS, It is the intention of PICATINNY to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and, WHEREAS, PICATINNY acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as: proprietary information (e.g., information submitted by a contractor marked as proprietary); advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); source selection information (e.g., bids before made public, source selection plans, and rankings of proposals); trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and other sensitive information that would not be released by Picatinny under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)
PRINTED NAME: _____
TITLE: _____
EMPLOYER: _____

DEFENSE PRIORITIES AND ALLOCATION SYSTEM (ARDEC 157)

This is a rated order for national defense use, and you are required to follow all provisions of the Defense Priorities and Allocation System Regulation (15 CFR 700).

(THIS STATEMENT WILL NOT PRINT)!

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP_____ TM_____ OTHER_____ General

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
NL Artillery Fiiring Support		General Dynamics OTS

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A0001	Test Report		

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
DI-ADMN-80447	SOW PARA 3.2	AMSRD-AAR-AEM-C	

7. DD 250 REQ.	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUB.
LT	A	ONCE	End of Contract
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBS. SUB.**

16. REMARKS
BLOCK 14; ELECTRONIC SUBMISSION TO
< ROBLEE@PICA.ARMY.MIL>

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
AMSRD-AAR-AEM-C		1	0
15. TOTAL ---------->		1	0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Robert Lee	16 Aug 2004	Robert Lee	16 Aug 2004

A.26 Proposal Submission Format

Proposal Preparation: The price proposal shall include a quote for the work including travel required (number of trips, origin and destination, number of travelers, length of the trips, etc.) as well as the labor categories that will be involved, the hourly rate and the number of hours required along with any other costs related to the performance of the Statement of Work, if any.

Contractor Invoices : Payment shall be made to the remit-to address shown on the invoice authorized by the Contractor. The point of contact for resolution of Administration and Payment issues is the Contracting Officer Representative listed below:

Name: Robert Lee
Title: Contracting Officer Representative
Address: U.S. ARMY Attn: Robert Lee
AMSRD-AAR-AEM-C, BLDG 407
Picatinny Arsenal, NJ 07806-5000

Phone: (973)724-4134

Contract Administration Data

Contract Specialist:
US ARMY TACOM-ARDEC
ATTN: Mr. Mark Bobitka
AMSTA-AQ-APH, B9
Picatinny, NJ 07806-5000

973.724.5423 fax 5484
mbobitka@pica.army.mil

Contract Officer:
US ARMY TACOM-ARDEC
ATTN: Louis Mondello, Jr.
AMSTA-AQ-APH, B9
Picatinny, NJ 07806-5000

mondello@pica.army.mil

Contracting Officer's Representative:
US Army TACOM-ARDEC
ATTN: Mr. Robert Lee
AMSRD-AAR-AEM-C, B407
Picatinny, NJ 07806-5000

973.724.4134 Fax 3335
roblee@pica.army.mil